

Invitation for Bid

City of Killeen, Texas
Sealed bids will be received for:

**Pest Control Services
Bid No.16-05**

**Sealed bids will be received until 2:00
p.m. on Tuesday, October 22, 2015**

Return Bid to:

City of Killeen
Attn: Purchasing Division
207 A W. Avenue D
Killeen, Texas 76541

INFORMATION AND INSTRUCTIONS TO BIDDER'S

Preparation of Bids:

This is your notice that **sealed bids, in duplicate, for Pest Control Services** subject to the Terms & Conditions of this Invitation for Bids (General Terms and Conditions attached hereto) and such other contract provisions, specifications or other data as are attached to this Bid (known as the bid packet), will be received at the Purchasing Office, 207 A W. Avenue D, Killeen, TX, 76541, until the hour of **2:00 p.m., October 22, 2015**. At 2:15p.m., the bids will be opened and read aloud in the Council Chambers at City Hall, 101 North College Street, Killeen, TX 76541. Any bid received after the closing time will be returned unopened, no late bids will be accepted. All bids shall be submitted as listed below. Complete bids received by electronic means or complete faxed bid responses will not be considered.

One (1) signed and initialed where indicated original copy in ink (not pencil) and two (2) copies of the entire bid packet shall be submitted at the above location prior to the bid deadline. Please indicate which copy is an original within your bid submission. All bidder markings on the bid packet shall be in a legible format in English. Any non-legible markings may make the bid non responsive and disqualify your bid submission. All errors or changes in the bid shall be corrected by striking through the error or change once with ink. The bidder shall initial next to each correction made. All corrections shall be complete and final before submitting your bid by the stated deadline. Bidders shall submit at least three (3) businesses, as references of the proposed items, with addresses, telephone numbers and contact persons.

The City of Killeen (or "City") reserves the right to reject any or all bids and evaluate any or all pest control services prior to bid award. Bid documents must be complete and sealed in an envelope when received by the Purchasing Office. Name, address, and telephone number must be provided. Bids must be plainly marked on the outside of the envelope as follows: **Bid No. 16-05, Pest Control Services, 2:00 p.m., October 22, 2015. All bidder submissions shall also have the bidder's name with contact information marked on the outside of the envelope.**

In the case of inclement weather or any other unforeseen event causing the City to close for business or delay opening, bids will be received and opened the following business day at the designated time stated herein. For example, if bids are due on Wednesday at 2:00 p.m. and the City is closed on Wednesday for bad weather or an unforeseen event, the bids will be accepted until Thursday, 2:00 p.m. or if bids are due at 2:00 p.m. on Wednesday, but the City opened at 10:00 a.m. on Wednesday due to bad weather or an unforeseen event, then bids will be accepted until Thursday, 2:00 p.m.

A Pre-Bid meeting will be held on October 14, 2015 at 10:00 am, at the Purchasing Office, 207A.W Ave. D., Killeen, TX 76541. A tour of buildings will follow the meeting.

Any questions or requests for clarification must be submitted to the Purchasing Office, in writing, to rgraves-mills@killeentexas.gov prior to **2:00 p.m. on October 16, 2015**. Please indicate "**Bid 16-05 Questions**" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known bidders who have expressed interest in this bid. Unauthorized contact regarding this Invitation to Bid with City of Killeen employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Killeen. Bidders should rely only on written statements issued by the individual named above.

Term:

Contract term shall be for one (1) year term initial period with three (3) additional one (1) year periods if each is so agreed to by both parties.

Pricing & Term Renewals:

All Bid prices shall be FOB Destination to any City of Killeen location. Pricing shall remain firm during the initial term of the contract. If the bid is renewed for additional period(s), additional purchases may be made during the subsequent periods. At the time of contract renewal, price increases will be considered by the City only as a result of a cost increase in manufacturing in accordance with the Producers Price Index (PPI).

Any price increase shall be passed onto the City at par without any additional profit, markup or overhead. Any price increase shall be requested by the successful bidder, in writing, and accompanied with the appropriate documentation to justify the increase (example: a letter dated in the current contract term from your current raw material provider and the PPI calculation showing the percentage of increase), prior to sixty (60) days of any renewal term. If the bidder fails to give timely notice, prices may not be increased. The aggregate unit price increase shall be limited to five percent (5%) for any contract period extension. The successful bidder may offer price decreases of any type at any time.

If during any term of this contract, the bidder should enter into any contract with another municipality within Texas for commodities or services with similar scope of work with rates more favorable than those granted to the City of Killeen, the bidder agrees to modify this contract to include such more favorable rates. It is recommended that the bidder provide any rate reduction or discount voluntarily.

Any request in price change with supporting documentation shall be sent to the following address only:

**City of Killeen
Attn: Purchasing Division
207 A W. Avenue D.
Killeen, TX 76541**

On the outside of the envelope please write **“Price Change Notification Bid 16-05”**

Response, Property of the City of Killeen:

All materials submitted in response to this request become the property of the City of Killeen. Selection or rejection of a response does not affect this right.

No Obligation to Buy:

The City of Killeen reserves the right to refrain from contracting with any bidder. The release of this Invitation for Bids does not compel the City of Killeen to purchase.

Cost of Preparing Bids:

The City of Killeen is not liable for any costs incurred by bidders in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

Withdrawal of Bid:

A bidder may withdraw a bid that has been submitted at any time up to the bid opening due date and time.

To accomplish this, a written request signed by an authorized representative of the bidder must be submitted to the Purchasing Manager or designee. Once the bids are opened, all bids shall be valid for a period of ninety (90) days after the bid opening.

Bidding Error:

The City of Killeen will not be liable for any errors in any bidder's bid. Bidders will not be allowed to alter bids after the deadline for the submission of bids.

When, after the opening and tabulation of bids, a bidder claims error, and requests to be relieved of award, it will be required to promptly present corrected data in writing signed by an authority figure with the company. **This written response shall be received by the Purchasing Office within two (2) business days after the stated bid open time and date.** The Purchasing Department will review the data and if the City is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, and said error is legally excusable, the bidder may be relieved of its bid. The City will make a determination within **ten (10)** business days of receipt of the written response and notify the bidder of the outcome.

Single Bid Response:

A single response to this Invitation for Bids may be deemed a failure of competition and in the best interest of the City of Killeen, the response received may be rejected.

Award of Bid:

The City will award the bid, if any, in a manner described in section 10 of the General Terms and Conditions. **The anticipated date of the notice of proceed/award is October 28, 2015.**

Minimum Qualifications:

Bidders must have a minimum of two years of continuous operation in providing Pest Control Services:

Has the bidder operated in this capacity for at least 2 years without interruption? Yes: ____ No: ____

Indicate the company's first year of business operation: _____

Payment:

Invoices shall be submitted to the City's Building Services Department. The City shall be billed only for those services rendered. The City of Killeen is sales tax exempt. The bidder shall have the capability to invoice accurately, making any corrections on the original invoice. Invoices shall be correct when received with the prices shown within your bid submission.

If a discrepancy is found on any invoice, the Building Services Department will call your customer service point of contact for correction. Payment of any corrected invoice will be made within thirty (30) days once the corrected invoice has been received, unless the bidder has provided discount payment terms. In no circumstances should any invoice dispute last longer than thirty (30) days.

No down payment or advance payment of any kind shall be made. Payment will be made within 30 days of receipt of accurate invoices, unless discount payment terms are offered, such as 2% 15 net 30 days. All invoices shall be submitted to the City of Killeen, Attn: Building Services Department, P.O. Box 1329, Killeen, TX 76540.

| |
|--|
| PAYMENT TERMS: Specify other payment options: |
|--|

- | |
|---|
| <p><input type="checkbox"/> Check box if you offer a prompt payment discount: % _____. Specify terms: _____</p> <p><input type="checkbox"/> Check box if you accept MasterCard for payment (City of Killeen Procurement Card or P-Card).</p> <p><input type="checkbox"/> Check here if the prompt payment discount applies to the MasterCard payment.</p> |
|---|

Delivery Information:

Delivery times will be standard business hours, Monday-Friday, 8:00 a.m. to 4:00 p.m. Central Standard Time, except holidays as noted below:

Holidays

Delivery will not be available on regular City holidays. Below is a list of City holidays (please note if holiday falls on a weekend check with the City for the observed date):

- New Years Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Point of contact to resolve issues:

NAME: _____

TITLE: _____

ADDRESS: _____

EMAIL ADDRESS: _____

PHONE: _____

FAX: _____

Copyright Materials:

Materials listed in your bid submission that are copyrighted shall be listed clearly under a copyrighted materials section within your bid submission.

Non-Endorsement:

As a result of the selection of a bidder to supply products and/or services to the City of Killeen, the City of

Killeen is neither endorsing nor suggesting that the bidder's product is the best or only solution. The bidder agrees to make no reference to the City of Killeen in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Killeen.

Organization of Your Bid Submission:

Your bid submission shall be organized in the format shown within this bid. Any exception(s) or additional information provided shall be referenced in your bid submission behind the bid packet.

Signature of Acceptance:

By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the bid opening with any competitor or any other person engaged in such line of business.

Undersigned acknowledges that addenda ____ through ____ have been taken into account as part of this bid.

The bidder agrees to comply with all conditions within this invitation for bids:

| | |
|---|--|
| Full Legal Name of Company | |
| Address | |
| City, State, Zip | |
| Phone Number | |
| Fax Number | |
| After Hours Phone Number | |
| Email Address | |
| Tax Identification Number | |
| Signature of Authorized Agent | |
| Printed Name of Authorized Agent | |
| Title | |
| Date | |

**APPENDIX A
GENERAL TERMS AND CONDITIONS
CITY OF KILLEEN**

1. General Conditions

Bidders are required to submit their Bid upon the following express conditions:

- (a) Bidders shall make all investigation necessary to thoroughly inform themselves regarding plant and facilities for delivery of fuel and equipment as required by the Bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- (b) Unless specifically stated otherwise in the specifications, only new products or equipment will be acceptable.

2. Preparation of Bid

Bid will be prepared in accordance with the following:

- (a) All information required by the Bid shall be furnished. The bidder shall print or type his/her name and manually sign the Bid and each continuation sheet on which an entry is made.
- (b) Unit prices shall be shown and where there is an error in extension of the price, the unit price shall govern.
- (c) Alternate Bids will not be considered unless authorized by the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays if requested by the City.
- (e) The City qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Bidder or the bidder's Subcontractors to take advantage of the City's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the City.

3. Description of Supplies

Any catalog of manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish; otherwise they

will be required to furnish the item as specified.

4. Submission of Bid

By submitting your Bid, you acknowledge that the City of Killeen will not accept any Bid, or execute any submitted contract in conjunction with a Bid that requires the City to agree to any of the following:

- Governing law other than the law of the State of Texas
 - Venue other than Bell County
 - Mandatory arbitration
 - Artificial limitation of liability
 - Artificial statute of limitation
 - Waiver of trial by jury
- (a) Bid and changes thereto shall be enclosed in a sealed envelope addressed to the Purchasing Office, City of Killeen. The names and address of Bidder, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- (b) Bids must be submitted on the forms furnished. Telegraphic Bids will not be considered. However, Bids may be modified by written notice provided such notice is received prior to the time and date set for the Bid opening.
- (c) All Bid documents shall be sealed and submitted no later than the specified date and hour of the Bid opening to:

Delivery Address:

City of Killeen

Attn: Purchasing Division

207A W. Avenue D

Killeen, TX 76541

5. Rejection of Bid

- (a) The City may reject a Bid if:
1. The Bidder misstates or conceals any material fact in the Bid, or if
 2. The Bid does not strictly conform to law or the requirements of the Bid, or if
 3. The Bid is conditional, except that the Bidder may qualify his Bid for acceptance by the City as an "All or None" basis.
- (b) The City may, however, reject all Bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a Bid unless the Bid has been qualified as provided in section 5(a) 3 above.

6. Withdrawal of Bid

Bid may not be withdrawn for up to ninety (90) days after the time set for the Bid opening, unless otherwise stated in the Bid.

7. Late Bid or Modifications

Bidder's Initials

Bid and modifications received after the time set for the Bid opening will not be considered.

8. Clarification or Objection to Bid Specifications

If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications, or other Bid documents, or any part thereof, he may submit to Purchasing, a request for clarification by the deadline established in the Bid. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid, if made, will be made only by an addendum duly issued. A copy of such addendum will be distributed to all known bidders who have expressed an interest in this bid. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract. Any objection to the specifications and requirements, as set forth in the Bid documents must be filed in writing with the Purchasing Division by the deadline established in the Bid.

9. Discounts

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. Award of the Contract

- (a) The contract will be awarded to the lowest responsible bidder or, if applicable, the responsible bidder who provides goods or services at the best value for the municipality based on, but not limited to, the following factors:
 - * Unit price
 - * Total Bid price
 - * Terms and discounts
 - * Delivery date
 - * Product warranty
 - * Special needs and requirements of City
 - * Past experience with product/service
 - * City's evaluation of the bidder's ability, financial, strength, and ethical standards
 - * Quality of the bidder's goods or services
 - * The extent to which the goods or services meet the municipality's needs
 - * Bidder's past performance
 - * Demurrage charges, freight costs and mileage
 - * Estimated costs of supplies, maintenance, etc.
 - * Estimated surplus value, life expectancy
 - * Results of testing samples
 - * Conformity to specifications
 - * Training requirements, location, etc.
 - * Location of maintenance facility/service person;
 - * ability to provide for minimum down time
 - * The total long-term cost to the municipality to acquire the bidder's goods or services

- (b) The City reserves the right to accept any item or group of items of this Bid, unless the Bidder qualifies his Bid by specific limitation. Reference section 5(a) 3 above.
- (c) A written award of acceptance mailed or otherwise furnished to the successful Bidder will follow council approval. A contract, for review by the City's legal team, shall follow receipt.
- (d) Prices must be quoted "F.O.B. Destination (Killeen) with all transportation charges prepaid," unless otherwise specified in the Bid.
- (f) If identical Bids are received from two or more bidders and those Bids are the lowest and best Bid, the tie shall be broken in accordance with provisions in Section 271.901 of the Texas Local Government Code.
- (f) As stated in Section 271.905 of the Texas Local Government Code, "In purchasing under this title any real property or personal property that is not affixed to real property, if a local government receives one or more competitive sealed Bid from a bidder whose principal place of business is in the local government and whose Bid is within three percent of the lowest Bid price received by the local government from a bidder who is not a resident of the municipality, the local government may enter into a contract with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the local government if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government."
- (g) As stated in Section 271.9051(b) of the Texas Local Government Code, "In purchasing real property or personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed Bid from a bidder whose principal place of business is in the municipality and whose Bid is within five percent of the lowest Bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for an expenditure of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with: (1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality."

11. Bid Protest

Any bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the Purchasing Division within 5 business days after the specified time of the Bid opening. The formal written protest must identify the name of the bidder contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation. A response to the protest will be prepared by Purchasing within 10 business days of receipt of the protest. All determinations made by the City are final.

12. Termination for Governmental Non-Appropriations

A contract is a commitment of the City's current revenues only. Should the terms of the Bid require payment of funds over more than the current fiscal year ending September 30, the following shall apply:

- (a) For each lease, City represents and warrants: that it has appropriated and budgeted the necessary fund to make all rent payments required pursuant to such lease for the remainder of the fiscal year in which the payment term commences; and that it currently intends to make rent payments for the full lease term as scheduled in the applicable payment schedule if funds are appropriated for the rent payment in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, City reasonably believes that monies in an amount sufficient to make all rent payments can and will lawfully be appropriated; therefore, City agrees to budget requests to include the rent payments payable during each fiscal year in the budget requests presented to City's governing body for each fiscal year; provided, that City's governing body retains authority to approve or reject any such budget request. All rent payments shall be payable out of the general funds of City or out of other funds legally appropriated therefore. Lessor agrees that no lease will be a general obligation of City and no lease shall constitute a pledge of either the full faith and credit of City or the taxing power of City.
- (b) If City's governing body fails to appropriate sufficient funds in any fiscal year for rent property or other payments due under a lease and if other funds are not legally appropriated for such payment, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, then: (1) City shall give lessor immediate notice of such non-appropriation event and provide written evidence of such failure by City's governing body; (2) on the return date, City shall return to Lessor all of the equipment covered by the affected lease, at City's sole expense; (3) the affected lease shall terminate on the return date without penalty to City; (4) return date means the last day of the fiscal year for which appropriations were made for the rent payments due under a lease.

13. Termination of Contract

Any contract pursuant after this bid packet shall remain in effect until the contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) day written notice prior to any cancellation. The City reserves the right to award a contract to next best bidder it deems to be in the best interest of the City, should a contract be awarded and subsequently cancelled.

14. Assurance of Compliance

For Equal Employment Opportunity and Small and/or Minority Business Enterprise Requirements the bidder agrees that if this Bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap,

or political belief or affiliation.

15. Conflict of Interest Disclosure Questionnaire

The Bidder agrees that if a member of the City Council or a councilmember's close relative or any officer or employee of the City has a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the City, or is financially interested, directly or indirectly, in the sale to the City any land, materials, supplies or services except on behalf of the City, as an officer or employee, the official shall file before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:

- (a) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (b) in the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Killeen, including affiliations and business and financial relationships such persons may have with the City of Killeen. An explanation of the requirements of Chapter 176 and complete text of the law are available at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

16. Venue for Legal Action

The standard form of agreement later referenced in this bid packet (page 19) shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.

17. Conflicts in Terms and Conditions for Bids

If any conflicts exist between the Terms and Conditions for Bids and the standard form of agreement between the owner and Bidder, the standard form of agreement between the owner and bidder shall prevail.

18. Insurance

All bidders shall have the appropriate amount of insurance while delivering the items once awarded. This coverage shall be present as to cover all losses, until the City accepts the items in writing.

A. Comprehensive General Liability and Property Damage Insurance.

The bidder shall take out and maintain during the life of this Contract such Comprehensive General Liability and Property Damage Insurance as shall protect

the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the item under this contract, whether such operations be by himself or by an subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

Bodily Injury.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000
- (3)

Property Damage Insurance.

- (1) Each Occurrence - \$1,000,000
- (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability.

Bodily Injury

- (1) Each Person - \$500,000
- (2) Each Accident - \$1,000,000

Property Damage

- (1) Each Occurrence - \$1,000,000

19. Acknowledgement

Each bidder, by their signature, represents that they have read the “Terms and Conditions for Bids”, and will comply with these terms and conditions.

SIGNATURE: _____ DATE: _____
PRINT NAME: _____

APPENDIX B

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires certain persons who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.

- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor; or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12 month period preceding the date a contract is executed or a contract is being considered.

What triggers the requirement to file a “conflict of interest questionnaire”?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted.

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids,

correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor)) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.

8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 **Bidder's Initials**
Page 17 of 33

Signature of vendor doing business with the governmental entity

Date

Appendix C

BID FORM Bid No. 16-05

Pest Control Services

It is the intent of this Invitation to Bid to establish a contract for Pest Control services needed for various City facilities. The City of Killeen will select one (1) vendor to provide all necessary pest control services and will award this bid in its entirety to one (1) vendor. The contract shall commence on October 28, 2015 and shall continue through September 30, 2016.

The successful bidder shall be required to execute a services agreement like the sample agreement attached and shall be required to provide the insurance as outlined therein. No changes to the attached agreement will be allowed.

By submitting a bid for this project, the bidder is acknowledging the insurance requirements found in the attached agreement, and the bidder is asserting that, if awarded this agreement, he can comply with all insurance requirements as specified therein within 30 days of award of the agreement.

The location of each facility is listed below. Pest control services for all locations are contingent upon annual budget approval. The City reserves the right to delete or add additional facilities during the contract period. Some facilities may require service at special times to accommodate staffing levels. The successful bidder shall work with each facility to schedule service times that meet the needs of the City.

A work order (or similar form) shall be signed by a City employee at the time of service to verify service was rendered. This work order (or similar form) shall accompany the invoice for payment. The City's purchase order number must appear on the invoice unless a procurement card is used as payment.

City of Killeen, Texas

SERVICE CONTRACT

This contract is by and between the **City of Killeen**, a Texas municipal corporation (the "City"), and _____ (the "Contractor"), for the following work: Bid 16-05, Pest Control Services, provided by the Contractor as an independent contractor.

1. The Contractor shall provide all the services described in the "BID" and incorporated by reference. The express terms of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.
2. The City shall pay Contractor for the work performed no later than **thirty (30)** calendar days from the date of the City's receipt and the City's approval of the work and the application for payment.
3. No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Contractor shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.
4. Written change orders may be approved by the City Manager or his delegate provided that the change order does not increase the amount set forth in this Contract to more than \$50,000.00. Changes in excess of this amount must be approved by the City Council prior to commencement of the services or work. Any request by the Contractor for an increase in the Scope of Services and an increase in the amount listed in paragraph 2 of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.
5. The Contractor shall complete all work under this Contract:

Except as provided in Paragraph 12 herein below, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to three (3) additional years (four (4) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

6. No "Notice to Proceed" may be given nor any work commenced until this Contract is fully executed and all exhibits and other attachments are completely filled out and attached hereto.
7. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the above-mentioned purpose. The City shall not control the manner nor the means of the Contractor's performance, but shall be entitled to a work product as described above. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be

required by the United States Internal Revenue Service or other State or Federal agencies. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

8. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.
10. The City is exempt from payment of state and local sales and use of taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resale the aforementioned materials to the City without paying the tax on the materials at the time of purchase.
11. The Contractor shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
12. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Contractor, in writing, who shall cease work immediately. Contractor shall be compensated for the services performed. In the event that the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred prior to the date of termination.
13. No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
14. This Contract may only be amended by written instrument approved and executed by the parties.
15. This Contract and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
16. The parties hereby state that they have read the terms of this Contract and hereby agree to the conditions contained herein.
17. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Bell County, Texas.

18. Contractor, its employees, associates or subcontractors shall perform all the work hereunder. Contractor agrees that all of its associates, employees, or subcontractors who work on this Project shall be fully qualified and competent to do the work described hereunder. Contractor shall undertake the work and complete it in a timely manner. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
19. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.
20. This Contract will be effective when signed by the last party whose signing makes the Contract fully executed.

CITY

By: _____
City of Killeen

Date

Title of Signatory

By: _____
City Attorney

Date

CONTRACTOR

By: _____

Date

Printed Name of Signatory

Title of Signatory, Authorized Representative

ATTEST (as applicable)

| SPECIFICATIONS | | YES | NO |
|--|-----|---------------|-------------|
| 1. Bidder shall spray for the following pest: ants, roaches, spiders, scorpions, crickets, and silverfish. | | | |
| 2. Bidder shall provide tamper proof rodent bait stations, and bait for rodents. | | | |
| 3. Bidder shall spray the common areas, entry and exit points, accessible crawl spaces, and a minimum of three (3) feet out and up of the exterior perimeter, or in accordance with the label directions. (Bidder shall spray all office areas, within the contracted buildings that may have problems, as requested at no additional charge.) | | | |
| 4. Services outside the scope of this bid will be quoted on a case by case basis. Termite treatment, bird, wild animal control etc. | | | |
| LOCATIONS REQUIRING <u>MONTHLY</u> SERVICE (Facility, Location, & Approx. Square Footage) | QTY | MONTHLY PRICE | TOTAL PRICE |
| KCCC 3601 S. W.S. Young (60,000 sq. ft.) | 12 | | |
| Golf Pro Shop 1600 Stone Tree Drive (9,000 sq. Ft.) | 12 | | |
| Golf Maintenance building 406 S. Roy Reynolds (4400 sq. ft.) | 12 | | |
| Utility Collections 210 W. Ave. C (15,000 sq. ft.) | 12 | | |
| Cemetery/Cust 2800 E. Rancier (4155 sq. ft.) | 12 | | |
| OCD 1311 Airport Road (11760 sq. ft.) | 12 | | |
| North PD 402 N. 2 nd Street. (23,553sq. ft.) | 12 | | |

| <i>LOCATIONS REQUIRING <u>MONTHLY</u> SERVICE</i> <i>(Facility, Location, & Approx. Square Footage)</i> | <i>Freq. per yr</i> | <i>MONTHLY PRICE</i> | <i>TOTAL PRICE</i> |
|---|--------------------------------|---------------------------------|-------------------------------|
| PD range 12190 S. Hwy 195 (4,000 sq.ft.) | 12 | | |
| Free Clinic 802 N. 2 nd St. (5,000 sq. ft.) | 12 | | |
| Killeen Art And Activity Center 802 N. 2 nd Street (75,000 sq. ft) | 12 | | |
| Water and Sewer Administration Bldg 805 W. Jasper Rd (10,000 sq ft) | 12 | | |
| Transportation Bldg 3201A. South W.S. Young (10,600 sq ft) | 12 | | |
| Cornerstone Bldg 101 E. Ave. D (8,700 sq ft) | 12 | | |
| Fleet Services 2003 Little Nolan Rd. (15,280 sq. ft.) | 12 | | |
| Main Library 205 East Church St. (14,200 sq. ft.) | 12 | | |
| Branch Library 3000 S. W. S. Young (9,253sq. ft.) | 12 | | |
| City Hall 101 North College (21,000 sq. ft.) | 12 | | |
| Print/Purchasing 207 W. Ave. D (2,598 sq. ft.) | 12 | | |
| Print Shop 209 W. Ave. D (500 sq. ft.) | 12 | | |

| | | | |
|---|----|--|--|
| City Hall Annex 200 E. Ave. D (18,670 sq. ft.) | 12 | | |
| Community Center 2201 East VMB (25,000 sq. ft.) | 12 | | |
| Parks Maintenance 810 Conder (10,000 sq. ft.) | 12 | | |
| Recycle Center 111 E. Ave. F (1,280 sq. ft.) | 12 | | |

| <i>LOCATIONS REQUIRING <u>MONTHLY</u> SERVICE</i> (Facility, Location, & Approx. Square Footage) | <i>Freq. per yr</i> | <i>MONTHLY PRICE</i> | <i>TOTAL PRICE</i> |
|--|--------------------------------|---------------------------------|-------------------------------|
| Gilmore Center 2205 E. VMB (6,000sq. ft.) | 12 | | |
| Lions Club Park 1700 Stan Schlueter (40,747sq. ft.) | 12 | | |
| Lions Club Senior Center 1700 Stan Schlueter (14,518 sq. ft.) | 12 | | |
| Family Aquatics Center 1800 Stan Schlueter (5,000 sq. ft.) | 12 | | |
| Solid Waste Admin 2003 Little Nolan Rd. (10,400 sq.ft.) | 12 | | |
| Mowing 907 B. West Jasper (5,000 sq. ft.) | 12 | | |
| Transfer station S. HWY 195 (15,000 sq. ft.) | 12 | | |
| Street Dept. 2003 Little Nolan Rd. (2,920 sq. ft.) | 12 | | |

| | | | |
|--|----|--|--|
| Water & Sewer Admin 1901 Botanical (9,000 sq. ft.) | 12 | | |
| Animal Control 3118 Commerce Dr. (7,567sq. ft.) | 12 | | |
| Code Enforcement / Building Inspections 100 E. Ave C (8,000 sq ft) | 12 | | |
| Information Technology 218B East Ave. D (3,000 sq. ft.) | 12 | | |

Bid No. 16-05**Pest Control Services**

| <i>LOCATIONS REQUIRING <u>QUARTERLY</u> SERVICE</i> <i>(Facility, Location, & Approx. Square Footage)</i> | <i>Freq per yr</i> | <i>QUARTERLY PRICE</i> | <i>TOTAL PRICE</i> |
|--|-------------------------------|------------------------------------|-------------------------------|
| Lift Station #1 106 S. W. S. Young (1,200 sq. ft.) | 4 | | |
| Lift Station #2 28 th street and E. Ave. H (1,200 sq. ft.) | 4 | | |
| Lift station #6 4000 Block Water Street (900 sq. ft.) | 4 | | |
| Lift Station #10 2300 Block Robinette (900 sq. ft.) | 4 | | |
| | | | |
| <i>LOCATIONS REQUIRING <u>BI-MONTHLY</u> SERIVCE</i> <i>(Facility, Location, & Approx. Square Footage)</i> | <i>Freq per yr</i> | <i>BI-MONTHLY PRICE</i> | <i>TOTAL PRICE</i> |
| FD Academy 207 N. 28 th St. (9,000 sq. ft.) | 24 | | |
| FD Maintenance Building 114 W. Ave. D (8,344 sq. ft.) | 24 | | |
| FS #1 3800 Westcliff Rd. (14,000 sq. ft.) | 24 | | |
| FS #3 700 Twin Creek Drive (5,400 sq. ft.) | 24 | | |
| FS #4 1517 Stone Tree Dr. (2,688 sq. ft.) | 24 | | |
| FS #5 905 Jasper Rd. (3,750 sq. ft.) | 24 | | |
| FS #6 2001 East Elms Rd. (4,310 sq. ft.) | 24 | | |
| FS #7 3701 Watercrest (4,830 sq. ft.) | 24 | | |

| <i>LOCATIONS REQUIRING <u>BI-MONTHLY</u> SERIVCE</i> <i>(Facility, Location, & Approx. Square Footage)</i> | <i>Freq per yr</i> | <i>BI-MONTHLY PRICE</i> | <i>TOTAL PRICE</i> |
|--|-------------------------------|------------------------------------|---------------------------|
| FS #8 7252 East Trimmer (14,000 sq. ft.) | 24 | | |
| FS Central 201 N. 28 th Street (13,356 sq. ft.) | 24 | | |

Bidder shall guarantee services to buildings serviced on a monthly, bi-monthly, quarterly, and yearly basis in that should infestation incur for the pests identified above between service dates, Bidder shall provide interim service within 24 hours of notification from the City at no additional fee to the City.

Acknowledgment: _____

Additional Questions:

Has an owner of the company been convicted of a crime within the past 10 years? Yes: ____ No: ____

Has company been in bankruptcy, reorganization or receivership in the last 5 years? Yes: ____ No: ____

Has company been disqualified or debarred by any public agency, including the Federal Government, from participation in public contracts? Yes: ____ No: ____

Does any employee or official of the City have any financial or other interest in your firm? Yes: ____ No: ____

Does bidder maintain insurance as specified herein (see insurance requirements within the supplementary conditions)? Yes: ____ No: ____

If no, describe differences: _____

Insurance Broker Name: _____

Insurance Broker Phone: _____

Insurance Broker Fax: _____

Are there claims that are pending against this insurance policy? Yes: ____ No: ____

If yes, describe: _____

List any contracts that you have with other public agencies, if any, and/or other customers (up to five):

Appendix D
CITY of KILLEEN
INSURANCE REQUIREMENTS

1. INSURANCE: The Vendor shall procure and maintain at its sole cost and expense for the duration of the contract or purchase order resulting from a response to this bid/Specification insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work as a result of this bid by the successful bidder, its agents, representatives, volunteers, employees or subcontractors.

1.1. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.

1.2. The following standard insurance policies shall be required:

1.2.1. General Liability Policy

1.2.2. Automobile Liability Policy

1.2.3. Worker's Compensation Policy

1.3. The following general requirements are applicable to all policies:

1.3.1. Only insurance companies licensed and admitted to do business in the State of Texas shall be accepted.

1.3.2. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.

1.3.3. Claims made policies shall not be accepted, except for Professional Liability Insurance.

1.3.4. Upon request, certified copies of all insurance policies shall be furnished to the City.

1.3.5. Policies shall include, but not be limited to, the following minimum limits:

1.3.5.1. Minimum Bodily Injury Limits of \$1,000,000.00 per occurrence.

1.3.5.2. Property Damage Insurance with minimum limits of \$1,000,000.00 for each occurrence.

1.3.5.3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with minimum limits for Bodily Injury of \$500,000.00 each person, and \$1,000,000.00 for each occurrence, and Property Damage Minimum limits of \$1,000,000.00 for each occurrence.

1.3.5.4. Statutory Worker's Compensation Insurance and minimum \$100,000.00 Employers Liability Insurance.

1.3.6. Coverage shall be maintained for two years minimum after the termination of the Contract.

1.4. The City shall be entitled, upon request, and without expense to receive copies of insurance policies and all endorsements thereto and may make reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Vendor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof. All insurance and bonds shall meet the requirements of the bid specification and the insurance endorsements stated below.

1.5. Vendor agrees that with respect to the required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following provisions:

1.5.1. Provide for an additional insurance endorsement clause declaring the Vendor's insurance as primary.

1.5.2. Name the City and its officers, employees, and elected officials as additional insured's, (as the interest of each insured may appear) as to all applicable coverage.

1.5.3. Provide thirty days notice to the City of cancellation, non-renewal, or material changes

1.5.4. Remove all language on the certificate of insurance indicating:

1.5.4.1. That the insurance company or agent/broker shall endeavor to notify the City; and,

1.5.4.2. Failure to do so shall impose no obligation of liability of any kind upon the company, its agents, or representatives.

1.5.5. Provide for notice to the City at the addresses listed below by registered mail:

1.5.6. Vendor agrees to waive subrogation against the City, its officers, employees, and elected officials for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

1.5.7. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

1.5.8. All copies of the Certificate of Insurance shall reference the project name, bid number or purchase order number for which the insurance is being supplied.

1.5.9. Vendor shall notify the City in the event of any change in coverage and shall give such notices not less than thirty days prior notice to the change, which notice shall be accomplished by a replacement Certificate of Insurance.

1.5.10. All notices shall be mailed to the City at the following addresses:

**City of Killeen
Attn: Purchasing Division
207 A West Ave D.
Killeen, Texas 76541**

2. WORKERS COMPENSATION INSURANCE

2.1. Texas Labor Code, Section 406.098 requires workers' compensation insurance coverage for all persons providing services on building or construction projects for a governmental entity.

2.1.1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

2.1.2. Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR'S /person's work on the project has been completed and accepted by the OWNER.

2.2. Persons providing services on the project ("subcontractor") in Section 406.096 – includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2.3. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.

2.4. The CONTRACTOR must provide a certificate of coverage to the OWNER prior to being awarded the contract.

2.5. If the coverage period shown on the CONTRACTOR'S current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.

2.6. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the OWNER:

2.6.1. a certificate of coverage, prior to that person beginning work on the project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2.6.2. no later than seven calendar days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

2.7. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

2.8. The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the CONTRACTOR knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

2.9. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

2.10. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:

2.10.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;

2.10.2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;

2.10.3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

2.10.3.1. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:

2.10.3.1.1. a certificate of coverage, prior to the other person beginning work on the project; and

2.10.3.1.2. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project

2.10.3.2. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

2.10.3.3. notify the OWNER in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

2.10.3.4. contractually require each person with whom it contracts, to perform as required by paragraphs (A thru G), with the certificates of coverage to be provided to the person for whom they are providing services.

2.10.3.5. By signing the solicitation associated with this specification, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

2.10.3.6. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the owner.

APPENDIX E

REFERENCES

Reference #1

Company Name _____

Address _____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____

Reference #2

Company Name _____

Address _____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____

Reference #3

Company Name _____

Address _____

Type of Business _____

Contact Person _____

Telephone and Fax #'s _____

APPENDIX F

NOTICE TO PROCEED

Dated _____

TO: _____
(VENDOR)

ADDRESS: _____

Contract: _____
(Insert name of Vendor as it appears in the contract documents)

Project: _____

CITY'S BID NO. 16-05

You are notified that the Contract times under the above contract will commence to run on October 28, 2015. By that date, you are to start performing your obligations under the contract documents.

Before you may start any work at the sites, paragraph 2.05.C of the General Conditions provides that the vendor must deliver to the City certificates of insurance which are required to be purchased and maintained in accordance with the contract documents.

Also, before you may start any work at the sites, you must
(add other requirements)

(VENDOR BUSINESS NAME)

By: _____
(AUTHORIZED SIGNATURE)

APPENDIX H
ADDITIONAL REQUESTED INFORMATION AND BIDDER'S CHECKLIST

I learned of this invitation to bid by the following means:

- | | |
|---|--|
| <input type="checkbox"/> Personal Trip to Purchasing Department <input type="checkbox"/> Killeen Daily Herald Newspaper Advertisement <input type="checkbox"/> City of Killeen Website <input type="checkbox"/> Onvia DemandStar Website | <input type="checkbox"/> Electronic State Business Daily Website <input type="checkbox"/> City of Killeen Email Notification <input type="checkbox"/> Phone Call to City of Killeen Purchasing Dept. <input type="checkbox"/> Other _____ (please list) |
|---|--|

If you are on the City of Killeen bidder's list and are not participating in this bid please indicate below as to the reason why:

Bidder's Checklist

- ___ One original copy of the entire bid packet and two copies.
- ___ Minimum qualifications questions answered
- ___ Signed signature page and addenda noted (if any)
- ___ Conflict of Interest Questionnaire Form CIQ filled out
- ___ Bid form completely filled out
- ___ List references